

Department of Public Works
Public Services Administration Building
500 Dedham Avenue
Needham, Massachusetts 02492
Telephone 781-455-7550

Acknowledgement of Receipt

Release Date	April 30, 2015
Bid Title	Drinking Water Chemicals
Bid Number	16DPW011G
Number of Documents	The Bid Package consists of two (2) PDF documents.
Pre-Bid Conference	Not Applicable
Questions Due	May 12, 2015 @ 12:00 PM
Bids Due	May 18, 2015 @ 2:00 PM
<p>Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is recommended that interested bidders complete this acknowledgment and return via Fax to the Town of Needham, Department of Public Works at 781-449-9023 or by mail. Only by doing this, will the Town be able to provide notification of addenda* or answered questions relating to this Bid. Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be <u>rejected</u> as not responsive.</p>	
Name of Company or Individual (Print)	
Name / Title of Contact (Print)	
Address (line 1) (Print)	
Address (State/City/Zip) (Print)	
Telephone Number	
Fax Number	
E-mail Address (Print)	
Signature	
Date	
<p>* Addenda will be posted to the website. Please check the website for addenda before submitting your bid to the Town. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.</p>	

**Drinking Water Chemicals
16DPW011G**

Released: April 30, 2015



Deadline for Questions – May 12, 2015 @ 12:00 PM

**Bids Due
(May 18, 2015 @ 2:00 PM)
DPW Director
500 Dedham Avenue
Needham, Massachusetts 02492**

**(Advertised in Needham Times Issues of Thursday, April 30, 2015)
(Advertised in Goods & Services Issues of Monday, April 27, 2015)**

LEGAL NOTICE

**Town of Needham
Invitation for Bid (IFB)
16DPW011G
Drinking Water Chemicals**

The Town of Needham is accepting sealed bids for Drinking Water Chemicals. Copies of the Invitation for Bid (IFB) package will be available beginning **April 30, 2015** at the **Second Floor Administration Office of the Department of Public Works, PSAB, 500 Dedham Ave,** Needham, Massachusetts 02492 between the hours of 8:30 A.M. – 5 P.M, or from the Town's web site www.needhamma.gov/bids.aspx and will be available until submission deadline.

Drinking Water Chemicals include:

- ITEM 1 - Hydrofluosilicic Acid for Drinking Water
- ITEM 2 - Sodium Hypochlorite Solution for Drinking Water
- ITEM 3 - Sodium Hydroxide Solution for Drinking Water
- ITEM 4 - Calciquest (Ortho-Polyphosphate) Liquid for Drinking Water

Sealed bids must be submitted no later than **2:00 PM, May 18, 2015** to the **Second Floor Administration Office of the Department of Public Works, PSAB, 500 Dedham Ave,** Needham, MA 02492. LATE BIDS WILL NOT BE CONSIDERED. Bids will be publicly opened after submission deadline. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

**Kate Fitzpatrick
Town Manager
April 30, 2015**

**Drinking Water Chemicals
16DPW011G
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16DPW011G
Drinking Water Chemicals
Procurement in Brief

Primary Procurement Contact	Aaron Lacher, Administrative Analyst, 781-455-7550 x351
Bid Package Available	April 30, 2015 Information and details of bidding requirements may be obtained at the Second Floor Administration Office DPW, PSAB , 500 Dedham Avenue, Needham, Massachusetts 02492, or online at the Town's web site http://www.needhamma.gov/bids.aspx
Deadline for Written Questions	May 12, 2015 @ 12:00 PM By Mail: DPW – Admin. 500 Dedham Ave, Needham, MA 02492 BY Fax: 781-449-9023 By E-mail: alacher@needhamma.gov Questions are to be clearly labeled as: QUESTIONS - (Drinking Water Chemicals - 16DPW011G)
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be e-mailed and posted on the Town's webpage to all bidders on record as having received the bid package.
Pre-Conference	Not Applicable
When and where bids are due	2:00 PM, May 18, 2015, Second Floor Administration Office DPW, PSAB, 500 Dedham Avenue, Needham, Massachusetts 02492. LATE BIDS WILL NOT BE CONSIDERED
Where bids will be opened	Charles River Room, Public Service Administration Building, 500 Dedham Avenue, Needham, MA 02492. After submission deadline
Bid Deposit	Will NOT be Required
Number of Required Paper Copies	3 copies
Contract Award	Anticipated May 25, 2015 Approval of Town Manager and Town Counsel is REQUIRED
Contract Length	This will be a 1 year contract, starting July 1, 2015 and ending June 30, 2016. This agreement may be renewed or extended for up to one (1) additional year at the sole discretion of the Town.

Upon Award of Contract	
Payment Bond	Will NOT be Required
Performance Bond	Will NOT be Required
Insurance	Refer to Contract Terms.
<p>* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. The time/date stamp machine located in the receiving office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions.</p> <p>** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b) or (C) occurs first. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.</p>	

PART 1 – GENERAL CONDITIONS AND SUBMISSION REQUIREMENTS

1.01 – ABOUT NEEDHAM

The Town of Needham is located in Norfolk County, 10 miles southwest of Boston. It is bordered on the west and northwest by the Town of Wellesley, on the north and northeast by the City of Newton, on the east by the West Roxbury section of the City of Boston, on the southeast by the Town of Dedham, and on the south by the Towns of Westwood and Dover. Needham has a population of 28,886 (2010 Federal Census) and occupies a land area of approximately 12.75 square miles. Established as a town in 1711, Needham is governed by a representative form of town meeting and a five-member Board of Selectmen. The day-to-day management is under the direction of a Town Manager. School affairs are administered by a seven-member School Committee and a Superintendent of Schools. The Town is classified as an economically developed suburb with above average wealth levels and higher education attainment. The Town has an “AAA” credit rating from Standard and Poor’s.

The Town provides a full range of governmental services including police and fire protection, emergency medical services, collection, disposal, and recycling of solid waste, sewers, streets, water services, health and human services, town library, and recreation. The Town also provides public education in grades kindergarten through twelve. The Town operates 1 pre-school, 5 elementary schools (K – 5), 1 sixth-grade center, 1 middle school (7 – 8), and a senior high school (9 – 12). Technical education is offered to grades nine through twelve by the Minuteman Regional Vocational Technical School District. The total expenditures in the most recent fiscal year exceeded \$120 million.

1.02 – INTENT

The Town of Needham is circulating this Invitation for Bids (IFB) with the intention of acquiring bids for Drinking Water Chemicals. All bids are subject to the provisions of M.G.L. Chapter 30B. The Town will award the contract to the lowest responsive and responsible bidder. The Town of Needham reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities. Such actions will be deemed to be in the best interests of the Town. Unless sooner rejected or accepted, all bid proposals must be firm and continue in effect for ninety calendar days (90) following the date of bid opening.

The intention of this IFB is to provide services as needed.

1.03 - QUANTITIES

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the Bid Price Form or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The Vendor shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

1.04 –GENERAL CONTRACT TERMS

The successful Bidder must enter into the Form Agreement prepared by Town Counsel (Sample Available Online). In accordance with Massachusetts General Laws, the contract

continuation beyond first year is subject to annual appropriation and/or availability of funding.

The Town may terminate the Contract at any time upon written notice for any reason including its own convenience or for cause, including but not limited to, failure to perform the work required under the contract, failure to document satisfactorily to the Town amounts being charged, failure to have any necessary local, State or Federal licenses and/or permits, failure to pay any and all required taxes, failure to comply with any local, State or Federal regulations pertaining to services to be provided, failure to promptly correct any performance or lack of performance which conflicts with the Town's use, and failure for satisfactory behavior of all staff and management. In the case of a termination for cause, the Town shall give the Contractor a written notice as provided in the Agreement.

1.05 – QUESTIONS REGARDING BID

The Bidder shall be satisfied as to the requirements to enable intelligent preparation of your bid. The Bidder shall be familiar with all the Bid material requirements and documents before submitting the bid in order that no misunderstanding shall exist. Bidders shall promptly raise the issue of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents, specifications, services, work site or any other conditions which may apply. No allowance will be made for any claim that the bid is based on incomplete information.

Inquiries concerning any part of this Bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered.** All requests/questions must be submitted in writing. Questions may be delivered by hand, fax or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the Bid Documents will result in an issuance of an Addendum to the Bid Documents. Such Addendum shall subsequently become part of the contract. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

1.06 – INFORMATION ABOUT CHANGES TO THE BID (ADDENDA)

In the event that changes/additions are made to this bid, an addendum will be issued to every person (entity) on record as receiving the bid package. Addenda will be emailed, if an email address was not provided, then it will be faxed. If a fax number was not provided, then the addenda will be mailed. **Addenda will also be posted to the website.** Please check back on the website for addendums before submitting your bid to the Town. Bidders may not be notified individually of Addendums.

1.07– BID DEPOSITS AND BONDS – NOT APPLICABLE - RESERVED

1.08- MINIMUM WAGE RATES

The listing of CLASSIFICATIONS AND MINIMUM WAGE RATES as determined by the Commissioner of Labor and Industries under the provisions of M.G.L. c.149, §§ 26 to 27H inclusive, as amended, are attached herewith and will be made a part of the contract. The

contractor and all subcontractors shall comply with the requirements of M.G.L., c.149, §§ 26 through 27H inclusive, as amended. It is the obligation of the contractor to assure that the contractor and all of its subcontractors comply with the requirements of these requirements. The contractor shall be responsible for all loss, cost, and damage suffered or incurred by the Town as a result of any stop work order or other enforcement action taken by the Attorney General under the authority of M.G.L., c.149, §27, and shall release, indemnify, hold harmless and defend the Town, its officers, employees and consultants, from and against all claims, actions, suits, fines, or administrative proceedings arising out of or related to the violation by the contractor or any subcontractor of the said Prevailing Wage Law (or, in the case of the contractor's defense obligation, the claimed violation thereof). In accordance with State mandates, the Town requires certified payrolls BEFORE payments are made for work performed. If the contract is renewed at the Town's option, then the listing of CLASSIFICATIONS AND MINIMUM WAGE RATES will be updated each year

1.09 - PAYMENT AND DISCOUNT TERMS, ADJUSTMENTS FOR INCOMPLETE OR UNACCEPTABLE WORK

Payment and Discount Terms

Payment terms for the Town of Needham are net 30 days. Indicate discounts, if any, for payments made less than 30 days. The Prompt Payment Discount "Clock" begins at the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later.

The unit bid price shall be the basis for payment for purchased items or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled.

Invoices are to itemize charges for labor, equipment, and supplies. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed. Invoices must include the Town's purchase order number. The Purchase Order number will change with each fiscal year.

Invoices for additional services must include the date and times of the work, the type of the services performed, the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

Adjustments for Incomplete or Unacceptable Work

The Town reserves the right to withhold payment for incomplete or unacceptable work, as outlined in this IFB. The Town shall provide notice of any work that is deemed to be incomplete or unacceptable, for which the Vendor shall rectify that condition to the satisfaction of Town. The Town will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the Vendor.

The Vendor shall take all proper precautions to protect Town and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Vendor, the Vendor will be required to make repairs and/or restitution immediately at its expense.

1.10 - BID MODIFICATIONS OR WITHDRAWALS

Bids may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Town Manager. After the submission deadline, bids may not be changed. Minor mistakes may be waived by the Town.

1.11 – PREMATURE OPENING OF A BID

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

1.12 – UNEXPECTED CLOSURE OR DELAYS

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other the deadline will be postponed until **11:00 a.m.** on the next normal business day. Bids will be accepted at the same location until that date and time.

1.13 – LATE SUBMISSIONS

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems. LATE BIDS WILL NOT BE CONSIDERED.

1.14 - REJECTION OF BIDS

The bid must satisfy all the requirements in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other Bidders. A bid may be rejected if the Bidder:

- Fails to adhere to one or more of the provisions established in the bid package;
- Fails to submit its bid by the time or in the format specified herein or to supply the minimum information requested herein;
- Fails to submit its bid to the required address on or before the specified submission deadline;
- Misrepresents its service or provides demonstrably false information in its bid, or fails to provide material information.

1.15 – TAXES

Purchases made by the Town are exempt from the payment of all Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. If requested, the Town will provide the awarded bidder with a copy of the Certificate of Exemption.

1.16 – PUBLIC RECORDS

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by a vendor in response to this Bid. Thus vendors who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the vendor in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded. Unless specifically addressed by statute, the Town may charge twenty cents (\$0.20) per page for photocopies, twenty-five cents (\$0.25) per page for microfilm copies and fifty cents (\$0.50) per page for computer printouts. The Town may charge the actual cost of reproducing a copy of a record that is not susceptible to ordinary means of reproduction, such as large computer records or over-sized plans. The Town may charge and recover a fee for the time an employee spends searching, redacting, photocopying and re-filing a record. The Town will provide a written, good faith estimate of the applicable copying, search time and segregation time fees to be incurred prior to complying with a public records request where the total costs are estimated to exceed ten dollars (\$10.00).

All proposals, materials, drawings, plans, etc. shall become the property of the Town and may be considered under the Public Records Law public information.

1.17 – CONFLICT OF INTEREST

By execution of a contract with the Town of Needham, the Bidder acknowledges that the Town of Needham is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

1.18 – OTHER NOTICES

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Any services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a "holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder's possession, or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

1.19 – PRE-BID CONFERENCE

Refer to Procurement in Brief for details, if any.

1.20 – TIE BID

In the event that there is a **tie bid** between two (2) responsive and responsible bidders, the award of the contract will be determined by a coin toss. The bidder's whose submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a **tie bid** with three (3) or more responsive and responsible bidders, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the Town to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at the Needham Town Hall during regular business hours.

1.21 – CONTRACT AWARD

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

This Bid may result in multiple awards. The Town of Needham will review all bids, and will award the contract to the lowest responsive and responsible bidder. The lowest responsive and responsible bidder shall be awarded a contract for the specified item or items based upon the bid price for each item and the summation of the total contract amount for the items. At the sole discretion of the awarding authority, the purchase of the items may be awarded to one (1) vendor or to different vendors for each item/group as defined in the Bid Specifications, whichever is determined to be in the best interest of the Town of Needham by the awarding authority.

The Town herein declares its express purpose not to award the contract to any Bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any Bidder may be required to demonstrate financial stability satisfactory to the Town.

The Town Manager is the awarding authority for the contract. Further the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves a period up to ninety (90) calendar days following the opening of the bids in which to evaluate and award the contract.

Upon bidder selection, the Town of Needham will mail or email the contract to be executed by the Bidder, who will return the required number of copies with the required insurances and bonds. The Town of Needham will then counter-sign the contracts and will return one complete contract to the Bidder. Unless otherwise noted by the Town, the terms and conditions contained therein are **NOT** negotiable.

1.22 – SUBMISSION REQUIREMENTS

Quality Requirements

- ✓ **All Bidders must furnish proof of a minimum of three (3) continuous years in business.**
- ✓ **All bidders must provide owner contact information for five (5) customers to whom they have provided products of similar nature and scope within the last five (5) years**
- ✓ The bidder shall submit his/her proposal upon the bid forms supplied within these specifications. The bidder shall specify the unit prices as requested for each bid item. All bids shall be signed correctly with ink; in order to qualify, the bidder must provide bids for each required item within a section.

Submission Requirements

1. The bid is to be submitted and addressed as follows: Director of Public Works, PSAB, 500 Dedham Ave, Needham, Massachusetts, 02492.
2. The bid is to be clearly marked: IFB 16DPW011G, Drinking Water Chemicals
3. Bidder should acknowledge all addenda related to this IFB, if any. Failure to received or acknowledge any addenda does not relive the bidder of any changes, conditions, quantities, methods, requirements that may result by the issuance of the addenda. Bidders are encouraged to check the Town's website www.needhamma.gov/bids.aspx for addenda before submitting your bid to the Town.
4. Bidder must submit a completed **Bidder Information Response** form with the contact information and questions answered.
5. Bidder must submit a completed **Bid Form** or an exact copy, signed by an individual authorized to negotiate for and contractually bind the Bidder. All prices must be reflective of all costs for delivery. No price adjustments will be allowed. Fuel surcharges or vehicle surcharges or adjustments will not be allowed.
6. Bidder must provide the required number of references. For each, provide the following: a contact person and title, customer's name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package). Do not use the names of relatives or Town Employees as references. Do not use any previous Town contracts as a source of project reference information. You may use previous Town contracts as a record of your experience only. The Town has provided a Professional References Form (attached) that the bidder may use but is not required to use this form; however, the Bidder is required to provide in whatever format at least the requested information that is stated on the Professional Reference Form. If any of the requested information is not available, the bidder is to disclose this fact and why.
7. A signed **Certificate of Good Faith**;
8. A completed **Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue;

9. A completed **Certificate of Authority** (attached) or **Corporate Resolution**; if applicable;
10. Bids must be received and time stamped no later than the deadline stated in the **Procurement in Brief** (Where and When Bids are Due). LATE BIDS WILL NOT BE CONSIDERED.
11. A **Bid Bond** NOT required.
12. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

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PART 2 – SCOPE OF SERVICES or PRODUCT SPECIFICATIONS

2.01 General Conditions

All delivery charges must be included in bid prices. Deliveries must be made within ten (10) business days after the vendor receives written notice of purchase. Chemical deliveries will occur weekdays, Monday through Friday, between 7:00am and 2:30 pm. All deliveries will be scheduled in advance and authorized by the Director of Public Works or his designee. Chemicals which are delivered outside of the specified time will not be accepted without prior approval from the Director of Public Works or designee. The vendor shall immediately notify the Director of Public Works or designee in the event of any delay. Numerous delays may be grounds to for cancellation of the contract.

The vendor's personnel working on this project must hold all necessary licenses and permits to perform the work required under this contract as required under the Commonwealth of Massachusetts regulations. All work must be done in accordance with applicable industry standards, codes and regulations, and/or manufacturer's specifications. The vendor is responsible for providing adequate safety measures during work to ensure protection of life and property. The vendor shall ensure the delivery driver wears the appropriate personal protection equipment during the transportation and loading operations.

All containers and appurtenances shall be dedicated solely to the chemical that is being delivered. Hoses, couplings and adaptors shall be free of residue from previous deliveries.

Bidders must provide pricing for both year one (1) and year two (2) in order to be considered responsive. The vendor must submit a Manufacturer's Materials Safety Data Sheet (MSDS) along with the bid package. A new MSDS must be submitted if any revision or change occurs during the contract.

The vendor shall be informed that there is a thirty (30) day cancellation clause in this contract for improper service. Any additional work that is performed beyond this agreement must be approved by the appropriate Town authority. The absence of approval from the appropriate Town authority will be considered a violation of the contract.

2.02 Item 1: Hydrofluosilicic Acid - For Drinking Water

Hydrofluosilicic Acid shall comply with the most recent American Water Works Association (AWWA) Standard for Hydrofluosilicic Acid, with the following additions and exceptions:

1. An affidavit, as described in AWWA Standard, shall be supplied at the time of each delivery. The affidavit shall also state the strength of the acid accurate to 1/10 of 1 percent. Any shipment without this Affidavit will not be accepted.
2. The acid shall be unloaded by the Vendor into a tank at the Charles River Water Treatment Facility located in Needham, Massachusetts. The quantity to be delivered each time will not exceed 700 gallons.
3. The Hydrofluosilicic Acid shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals

Bids must indicate the price per gallon and strength of acid to be delivered. The award of the bid will be based on the amount of Fluoride received for the bid price, based on the acid

strength included in the bid. The bidder shall state the country in which the acid is to be manufactured.

2.03 Item 2: Sodium Hypochlorite Solution - For Drinking Water

12.5% to 15% solution shall comply with the most recent American Water Works Association Standard for Hypochlorites with the following additions and exceptions:

1. An affidavit, as described in Section 1.3 of B300-92, shall be supplied at the time of each delivery. The affidavit shall also state the strength of the Hypochlorite. Any shipment without this affidavit will not be accepted. The Certificate of Analysis shall contain the following data:
 - A. Date & time of manufacture
 - B. Percent of Chlorine by weight
 - C. Excess Sodium Hydroxide
 - D. Specific gravity
 - E. pH
 - F. Physical form and color
2. An affidavit of compliance shall be supplied with each shipment. Deliveries shall be made in bulk lots not to exceed 1,000 gallons to the Charles River Water Treatment Facility located in Needham, Massachusetts, when required by the Needham Water Division
3. The Sodium Hypochlorite shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals.

Sodium Hypochlorite shall have a pH between 11 and 13. A pH not within this range may be grounds for rejecting the delivery. Sodium Hypochlorite shall be delivered between 0.1 and 0.5 weight percent excess Sodium Hydroxide. Excess Sodium Hydroxide within this range may be grounds for rejecting the delivery.

The delivery time of the shipment should not exceed 72 hours from the time of product manufacture. The bidder shall state the country in which the Sodium Hypochlorite is to be manufactured.

2.04 Item 3: Sodium Hydroxide Solution – For Drinking Water

Deliveries shall be in bulk lots not to exceed 5,000 gallons. Solution shall be 25% Sodium Hydroxide Solution as specified in the most recent American Water Works Association (AWWA) Standard for Sodium Hydroxide with the following additions and exceptions:

1. An affidavit of compliance as described in Section 6.3 of B501-98 shall be supplied at the time of each delivery. The affidavit shall state the strength of the Sodium Hydroxide, grade, date of manufacture, specific gravity, color, clarity, cleanliness and status as to whether the Sodium Hydroxide conforms to the AWWA standard. Product that is non-conforming will be rejected. Any shipment without this affidavit will not be accepted.

2. The Sodium Hydroxide shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI//NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects.
3. The Sodium Hydroxide shall be unloaded by the vendor into chemical storage tanks located at the Charles River Water Treatment Facility located in Needham, MA.

Bids must indicate the strength of Sodium Hydroxide to be delivered. The bidder shall state the country in which the Sodium Hydroxide is to be manufactured.

2.05 Item 5: Calciquest (Ortho-Polyphosphate Liquid – For Drinking Water

Deliveries shall be in bulk lots of 500 gallons when required by the Needham Water Division. Calciquest (Ortho-Polyphosphate) Liquid shall comply with the most recent American Water Works Association (AWWA) Standard for Calciquest (Ortho-Polyphosphate) Liquid with the following additions and exceptions:

1. An affidavit, as described in AWWA Standard, shall be supplied at time of each delivery. Any shipment without this affidavit will not be accepted. The affidavit shall state the grade and percent by weight of Calciquest (Ortho-Polyphosphate) Liquid.
2. The Calciquest (Ortho-Polyphosphate) Liquid shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI//NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects.
3. The Calciquest (Ortho-Polyphosphate) Liquid shall be unloaded by the vendor at the Charles River Water Treatment Facility located in Needham, MA.

Bids must indicate the price per pound of Calciquest (Ortho-Polyphosphate) Liquid to be delivered. The bidder shall state the country in which the Calciquest (Ortho-Polyphosphate) Liquid is to be manufactured.

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PART 3 – CHECKLIST AND REQUIRED FORMS FOR SUBMISSION

Checklist
Drinking Water Chemicals
16DPW011G

Company Name: _____

- ☐ Bidder has completed and returned the **Acknowledgement of Receipt** form (via fax or email).
- ☐ Bidder has completed, signed, and enclosed the **Bidder Information Response**
- ☐ Bidder has completed, signed, and enclosed the **Certificate of Good Faith**.
- ☐ Bidder has completed, signed, and enclosed the **Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
- ☐ Bidder has provided at least five (5) references on the **Professional Reference Form** of which at least two (2) are governmental units (municipal /county/regional district/state agency/special district).
- ☐ Bidder has completed, signed, and enclosed the **Bid Price Form** or an exact copy.
- ☐ If the bid submission is signed by someone other than the Owner/President of the company, a completed **Certificate of Authority or Corporate Resolution** for the person who signed the proposal must be provided. It must state that the individual has the authority to submit the proposal on behalf of the Company and can bind the Company to the contract if awarded.
- ☐ Bidder acknowledged all addenda, if any
Addendum Number 1 dated _____
Addendum Number 2 dated _____
Addendum Number 3 dated _____
Addendum Number 4 dated _____
Addendum Number 5 dated _____

This form must be completed and filed with bid submission

Bidder Information Response
Drinking Water Chemicals
16DPW011G

Legal Name of the Bidder: _____

Company Name: _____

Company Address: _____

City State Zip: _____

Company Web Address: _____

Company Telephone: _____ Company Fax number: _____

State of Incorporation (Date): _____

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

Company Contacts - Required

Individual submitting the bid (this is the individual who should sign the Certificate of Good Faith):

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Individual to be contacted about the bid (if different from the individual submitting the bid):

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Best Times to Contact: _____

Individual authorized to contractually bind the company (This will be the individual whose name and title will appear in the contract documents and will execute the contract if the contract is awarded to the company):

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Best Times to Contact: _____

1. Has the bid been signed by a person legally authorized to commit the Bidder (Company) to contract, if awarded? ☐ Yes ☐ No
2. Is the bidder prepared to provide the insurances as required? ☐ Yes ☐ No
3. Has the bidder placed any conditions or restrictions with its bid to the Town which conflict with the Scope of Services? ☐ Yes ☐ No If yes, the bid may be deemed conditional.
4. Has the Bidder identified any and all exceptions to the Town's specifications and are they included in the submission? ☐ Yes ☐ No
5. Is the Bidder prepared to execute the Town's contract if awarded? ☐ Yes ☐ No

Signature of the Bidder: _____

Printed Name and Title of Signatory: _____

Date: _____

This form must be completed and filed with bid submission.
--

CERTIFICATE OF GOOD FAITH

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting the bid or proposal

Individual Full Name (Print/Type)

Name of Business (Print/Type)

(Date)

Two Witnesses or Notary

Witness One Signature

Witness Two Signature

Witness One Full Name (Print/Type)

Witness Two Full Name (Print/Type)

Witness One Primary Address

Witness Two Primary Address

OR

Commonwealth of Massachusetts

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____(name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

- ☐ as partner for _____, a partnership.
- ☐ as _____ for _____, a corporation.
- ☐ as attorney in fact for _____, the principal.
- ☐ as _____ for _____, (a) (the) _____.

(official signature and seal of notary)

My commission expires: _____

This form must be completed and filed with bid submission

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.

Pursuant to M.G.L. c.62C, §49A , the undersigned acting on behalf of the Contractor* certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.**

(1) Contractor: _____ Date: _____

Print Name: _____

Social Security Number: _____

Corporation, Association or Partnership:

_____ (Print)

Federal Tax ID Number or Social Security Number:

(2) By: _____ Date: _____
(Authorized Corporate Signature)

Title: _____

Note to Contractor***: Please sign at (1) or (2), whichever applies.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Contractor (check applicable item):

1. _____ has filed all tax returns and paid all taxes required by law; or
2. _____ has filed a pending application for abatement of such tax; or
3. _____ has a pending petition before the appellate tax board contesting such tax; or
4. _____ does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth

* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

*** Approval of a contract or other agreement will not be granted until the Town of Needham receives a signed copy of this Certification.

THIS FORM MUST BE FILED WITH BID SUBMISSION

CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)
2. corporation, and that _____
(Insert the name of officer who signed the **contract and bonds**)
3. is the duly elected _____
(Insert the title of the officer in line 2)
4. of said corporation, and that on _____
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

Professional Reference Form
Drinking Water Chemicals
16DPW011G

Customer: _____

Mailing
address _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit? ☐ Yes ☐ No

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

Customer: _____

Mailing
address _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit? ☐ Yes ☐ No

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

(Make as many copies as necessary, a minimum of 5 references required)

THIS FORM OR SUBSTITUTE WITH THE REQUESTED INFORMATION MUST BE FILED WITH BID SUBMISSION

Bid Price Form
Drinking Water Chemicals
16DPW011G
(Bid Form Consists of 2 Pages)

Year 1: July 1, 2015 - June 30, 2016*							
Bid Item		Unit Price	Unit Type		Estimated Quantity	Subtotal	
ITEM 1: HYDROFLUOSILICIC ACID		Year 1	\$	Gallon	X	5,000 gallons	\$
Manufactured Country:							
Acid Strength:							
ITEM 2: SODIUM HYPOCHLORITE SOLUTION		Year 1	\$	Gallon	X	12,000 gallons	\$
Manufactured Country:							
ITEM 3: SODIUM HYDROXIDE SOLUTION		Year 1	\$	Gallon	X	160,000 gallons	\$
Manufactured Country:							
ITEM 4: CALCIQUEST (ORTHO- POLYPHOSPHATE) LIQUID		Year 1	\$	Pound	X	30,000 pounds	\$
Manufactured Country:							
Prompt Payment Discount					% / Days		

*Bidder's must bid on both years in order to be considered responsive

Bidder Name: _____

Bidder Acknowledges Addenda# _____

Bid Price Form (page 2 of 2)

**Drinking Water Chemicals
16DPW011G**

Year 2: July 1, 2016 - June 30, 2017*							
Bid Item			Unit Price	Unit Type		Estimated Quantity	Subtotal
ITEM 1: HYDROFLUOSILICIC ACID			Year 2	\$	Gallon	X	5,000 gallons
Manufactured Country:							
Acid Strength:							
ITEM 2: SODIUM HYPOCHLORITE SOLUTION			Year 2	\$	Gallon	X	12,000 gallons
Manufactured Country:							
ITEM 3: SODIUM HYDROXIDE SOLUTION			Year 2	\$	Gallon	X	160,000 gallons
Manufactured Country:							
ITEM 4: CALCIQUEST (ORTHO- POLYPHOSPHATE) LIQUID			Year 2	\$	Pound	X	30,000 pounds
Manufactured Country:							
Prompt Payment Discount					%/		Days

*Bidder's must bid on both years in order to be considered responsive

Bidder Name: _____

Bidder Acknowledges Addenda# _____

The **Bid Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, provide the requested information, or make any alterations may be considered a **conditional bid**. Conditional bids will be rejected.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets if needed. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

The bidder agrees with submission of this bid that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first.

Non-Submittal Response Form
Drinking Water Chemicals
16DPW011G

NOTE TO BIDDER: If your company's response is a "non-submittal", the Town of Needham is interested in the reason for such response since Town desires to ensure that the procurement process is fair, open, and attracts maximum participation from interested companies. We therefore, appreciate your responses to this non-submittal response form.

Please complete and fax this form to: 781-449-9023

Please indicate your reason for responding with a "non-submittal":

- ☐ We were unable to meet requirements for this procurement.
- ☐ We were unable to provide the goods or services requested in this procurement.
- ☐ We were unable to meet time frame established for start and or completion of project.
- ☐ We obtained the bid package too late in order to evaluate and submit a bid.

Received on: _____

- ☐ Other (Please explain): _____

Company Name: _____

Company Address: _____

Telephone: _____ Fax number: _____

Email Address: _____

Primary Contact: _____ Title: _____

Date: _____